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UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF CALIFORNIA

ANDERSON POWER PRODUCTS,
INC.,

Plaintiffs,

v.

BIZLINK TECHNOLOGY, INC.,
BIZLINK HOLDING INC., BIZLINK
INTERNATIONAL CORP.,

Defendants.

CASE NO. 3:23-cv-05436

**PLAINTIFF'S REPLY CLAIM
CONSTRUCTION BRIEF**

Judge: Hon. Araceli Martínez-Olguín

Hearing Date: To be scheduled

JURY TRIAL DEMANDED

CASE NO. 3:23-cv-05436

PLAINTIFF'S REPLY CLAIM CONSTRUCTION BRIEF

BIZLINK EXHIBIT 1026

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I. THE PROPER CONSTRUCTION OF THE LIMITATIONS AND TERMS OF THE ‘017 PATENT.

A. “insulating [housing / barrier / barriers]” [‘017 patent, Claims 1, 4, 13, 17, and 18].

Plaintiff’s Proposed Construction	Defendants’ Proposed Construction
electrically insulating [housing / barrier / barriers]	Plain and ordinary meaning, such as “protecting [housing / barrier / barriers]”

In Plaintiff’s opening claim construction brief, Plaintiff explained why the proper construction of the limitation “insulating” is “electrically insulating.” (Dkt. No. 52 at 6-10.) In their responsive claim construction brief, Defendants assert that the term “insulating” should be construed as “protecting.” (Dkt. No. 61 at 8-10.)

The Court should adopt Plaintiff’s proposed construction and reject Defendants’ proposed construction because Defendants’ proposed construction improperly reads the term “insulating” out of the claims and is inconsistent with the intrinsic evidence. It is well-settled that “claim language should not be treated as meaningless.” *Bicon, Inc. v. Straumann Co.*, 441 F.3d 945, 951 (Fed. Cir. 2006); *see also Elekta Instrument S.A. v. O.U.R. Scientific Int’l, Inc.*, 214 F.3d 1302, 1305-07 (Fed. Cir. 2000). A construction that “reads out” limitations from the claim is overbroad and incorrect. *Callicrate v. Wadsworth Mfg., Inc.*, 427 F.3d 1361, 1369 (Fed. Cir. 2005). A construction that is inconsistent with the written description and the prosecution history is also improper. *Medrad, Inc. v. MRI Devices Corp.*, 401 F.3d 1313, 1319 (Fed. Cir. 2005).

Here, Defendants’ proposed construction renders the term “insulating” meaningless and is therefore not correct. The claims of the ‘017 patent do not simply recite a “housing” or a “barrier.” Rather, the claims of the ‘017 patent expressly recite an “*insulating* housing” and an “*insulating* barrier.” (‘017 patent, Dkt. No. 52-1, at claim 1.) However, any housing or barrier will provide some degree of protection, such as physical protection, regardless of whether the housing or barrier is “insulating,” as claimed. That is, under Defendants’ proposed construction, the claims would mean the same thing if they simply recited a

1 “housing” and a “barrier.” Thus, Defendants’ proposed construction is so overbroad that it
2 reads the limitation “insulating” out of the claims.

3 Defendants’ proposed construction of “insulating” is also based on a misreading of
4 the specification and is inconsistent with the intrinsic evidence. According to Defendants,
5 the specification of the ‘017 patent “discloses multiple ways that the insulating housings are
6 ‘protecting,’ including protecting against environmental hazards such as water or dust *or*
7 protecting against arcing...” (Dkt. No. 61 at 9 (emphasis added); *see also id.* (“Describing
8 the claimed ‘insulating’ ‘housing’ or ‘barrier[s],’ the ‘017 patent specification describes
9 them as ‘insulating housing’ to ‘*shield* the contacts’ and for ‘*providing some protection*’
10 and the ‘insulating barrier’ that ‘extends beyond’ and ‘covers’ or ‘is in front of’ the
11 corresponding contact.”) (emphases in original). Defendants’ characterization of the
12 specification is wrong. The intrinsic evidence consistently discloses that the claimed
13 “insulating” structures of the ‘017 patent must at least suppress *electrical* arcing. (‘017
14 patent, Dkt. No. 52-1, at Abstract, 1:42-47, 1:58-2:3, 2:42-44, 3:2-6, 3:32-36, 3:67-4:5,
15 claim 1, claim 17; *id.* at 3:2-6 (disclosing that the insulating housings “provid[e] some
16 protection to a user in case arcing occurs.”).) Indeed, Defendants admit that the ‘017 patent
17 “relates to *electrical* connectors with features to suppress *electrical* arcing.” (Dkt. No. 61
18 at 1 (emphasis added).) Defendants also do not dispute that the specification discloses that
19 the claimed “insulating” structures suppress electrical arcing by being *electrically*
20 *insulating*. (*Id.* at 8-11; *see also* ‘017 patent, Dkt. No. 52-1, at Abstract, 3:63-4:10.) Thus,
21 a “housing” or “barrier” that does not suppress electrical arcing (*i.e.*, is not electrically
22 insulating) does not fall within the scope of the claims of the ‘017 patent.

23 Defendants also suggest that the ‘017 patent discloses two embodiments of the
24 claimed “insulating” structures: one embodiment that provides electrical insulation and one
25 embodiment that provides thermal insulation. (Dkt. No. 61 at 10 (“the specification
26 discloses the insulating barriers ‘protect[ing] users from electrical burns.”) (citing ‘017
27 patent, Dkt. No. 52-1, at 1:61-63).) Again, Defendants’ characterization of the specification
28 is wrong—there is no “second embodiment” that merely provides thermal insulation. The

1 ‘017 patent expressly states that the insulating barriers protect users from electrical burns
2 by “suppress[ing] *[electrical] arcing* between separated contacts during connection and
3 disconnection of the electrical contacts.” (‘017 patent, Dkt. No. 52-1, at 1:55-63.) That is,
4 electrical burns are avoided because the insulating barriers are *electrically insulating*.

5 Defendants’ reliance on extrinsic dictionary definitions does not help them.
6 According to Defendants, various dictionaries include electrical insulators, thermal
7 insulators, and acoustic insulators within the scope of the term “insulator.” (Dkt. No. 61 at
8 10.) However, the Federal Circuit has consistently held that the ordinary meaning of a term
9 cannot be viewed “in a vacuum.” *Medrad*, 401 F.3d at 1319. Rather, the ordinary meaning
10 must be viewed “in the context of the written description and the prosecution history.” *Id.*
11 The intrinsic evidence unambiguously uses the term “insulating” in the context of
12 suppressing electrical arcing. A housing or barrier that is acoustically or thermally
13 insulating, but not electrically insulating, would not suppress electrical arcing and would
14 make no sense in the context of the ‘017 patent. Unlike Defendants’ proposed construction,
15 Plaintiff’s proposed construction provides the plain and ordinary meaning of the term
16 “insulating” in the context of the intrinsic evidence.

17 In addition, the USPTO has preliminarily found that the proper construction of
18 “insulating” is “electrically insulating,” as Plaintiff has proposed. (Institution Decision,
19 Dkt. No. 61-8, at 11-12 (“we interpret ‘insulating’ as recited in the claims to mean
20 ‘electrically insulating.’”)) The USPTO further agreed that the claimed “insulating barriers
21 would be unable to be configured to ‘block[] substantially all through-air arcing paths
22 between the first and second electrical contacts,’ as claimed, unless they were electrically
23 insulating.” (*Id.* at 11.) The USPTO also agreed that the “interpretation of ‘insulating’ as
24 it applies to the [claimed] first and second insulating barriers should be the same as for the
25 [claimed] first and second housings.” (*Id.* (citing *Digital Biometrics, Inc. v. Identix, Inc.*,
26 149 F.3d 1335, 1345 (Fed. Cir. 1998)).)

27 Accordingly, the Court should construe the terms “insulating [housing / barrier /
28 barriers]” as “electrically insulating [housing / barrier / barriers].”

B. “thereby blocking substantially all through-air arcing paths between the first and second electrical contacts” [‘017 patent, Claims 1 and 17].

Plaintiff’s Proposed Construction	Defendants’ Proposed Construction
Plain and ordinary meaning	“thereby <u>closing off</u> substantially all through-air arcing paths between the first and second electrical contact”

In Plaintiff’s opening claim construction brief, Plaintiff explained why there is no need for the Court to construe the limitation “thereby blocking substantially all through-air arcing paths between the first and second electrical contacts” and that the Court should apply the plain and ordinary meaning of the limitation. (Dkt. No. 52 at 10-11.) In their responsive claim construction brief, Defendants ask the Court to redefine the claim term “blocking” in the limitation “thereby blocking substantially all through-air arcing paths between the first and second electrical contacts” as “closing off.” (Dkt. No. 61 at 4-7.) Specifically, Defendants assert that the terms “blocking” and “closing off” *do not* mean the same thing because the term “closing off” is *narrower* than the term “blocking” from the claim language. (Dkt. No. 61 at 6 (“Applying the broadest sense to these two terms, they may be cousins, but not identical twins: ‘closing off’ involves ‘blocking,’ but the opposite may not always be true. For example, a traffic cone or detour sign could ‘block’ a road lane yet leave plenty of space for vehicles to pass around.”).) Defendants argue that the term “closing off” means “closing off *all* air paths” and “lacking ‘any gaps between,’” while the term “blocking” “could be misinterpreted as partial blocking.” (*Id.* at 5, 7 (emphasis added).)

The Court should adopt Plaintiff’s proposed construction and reject Defendants’ proposed construction because Defendants admit that their proposed construction improperly narrows the plain and ordinary of the expressly recited “blocking” term. Defendants’ construction should also be rejected because it improperly reads the term “substantially” out of the claims.

First, Defendants’ proposed construction is incorrect because Defendants have failed

1 to identify any basis for narrowing the plain and ordinary meaning of the term “blocking.”
 2 There are only two exceptions to the general rule that claim terms must be given their plain
 3 and ordinary meanings: lexicography and disavowal. *See Hill-Rom Servs., Inc. v. Stryker*
 4 *Corp.*, 755 F.3d 1367, 1371 (Fed. Cir. 2014).

5 At the outset, Defendants do not assert that either exception is applicable here (*see*
 6 Dkt. No. 61 at 4-7), and Defendants’ proposed construction or redefinition should be
 7 rejected on this basis alone. Defendants are also unable to argue that either exception is
 8 applicable here. While the ‘017 patent uses the term “blocking” at various points and uses
 9 the term “closing off” at others, the ‘017 patent does not define the term “blocking” as
 10 “closing off.” (‘017 patent, Dkt. No. 52-1, at Abstract, 2:1-3, 3:30-40, 3:63-4:2, claim 1,
 11 claim 17.) Nor does the intrinsic evidence contain any disavowals of claim scope, such as
 12 a disavowal of “partial blocking.” To the contrary, the claims and specification of the ‘017
 13 patent expressly state that the claimed insulating barriers “block[] **substantially all** through-
 14 air arcing paths”—not “all” through-air arcing paths. (*Id.* at 3:32-36, claim 1, claim 17.)
 15 The claims and specification also expressly state that the claimed insulating barriers need
 16 not be in physical contact with each other to block substantially all through-air arcing paths.
 17 (*Id.*) Rather, one insulating barrier can be “very near to” or “in close proximity with” the
 18 other insulating barrier. (*Id.*) Thus, the claims and specification of the ‘017 patent confirm
 19 that “partial blocking” falls within the scope of the claims, so long as the insulating barriers
 20 “block[] substantially all through-air arcing paths.”

21 **Second**, Defendants’ proposed construction is incorrect because it improperly reads
 22 the term “substantially” out of the claims. Defendants argue that the claims should be
 23 construed to require “closing off **all** air paths. (Dkt. No. 61 at 5 (emphasis added).)
 24 However, the claims and specification of the ‘017 patent expressly recite “blocking
 25 **substantially all** through-air arcing paths”—not blocking “all” through-air arcing paths.
 26 (‘017 patent, Dkt. No. 52-1, at 3:32-36, claim 1, claim 17 (emphasis added).) Defendants’
 27 proposed construction attempts to re-write the claims by deleting the term “substantially”
 28 from the claim language.

1 Defendants’ assertion that Plaintiff admitted that “blocking” means “closing off” also
2 mischaracterizes the record. (Dkt. No. 61 at 5-6.) In the *inter partes* review of the ‘017
3 patent, Defendants argued that the prior art discloses “blocking substantially all through-air
4 arcing paths between the first and second electrical contacts” based solely on a cross-
5 sectional view of a prior art electrical connector pair. (Dkt. No. 61-7 at 22, 33.) Plaintiff
6 responded that Defendants had failed to meet their burden because “[t]his cross-sectional
7 view depicts the arrangement of the alleged insulating barriers vis-à-vis the alleged
8 electrical contacts at only a single, unspecified location along the width of the electrical
9 connector pair” and “does not disclose anything about the alleged insulating barriers or their
10 arrangement at other locations along the width of the electrical connector pair.” (*Id.* at 22-
11 23, 33-34.) That is, the cross-sectional view is at best ambiguous as to whether there are
12 through-air arcing paths at other, undepicted locations along the width of the electrical
13 connector pair. (*Id.* at 23, 34.) At no point did Plaintiff assert that “blocking” means
14 “closing off.” (*Id.* at 22-23, 33-34.) Similarly, at no point did Plaintiff assert that the claims
15 of the ‘017 patent preclude a “gap” between the insulating barriers. (*Id.*)

16 Defendants’ reliance on *O2 Micro* is inapposite. (Dkt. No. 61 at 7 (“When the parties
17 disagree about the scope of the claims ... the Court must resolve that dispute.”).) There is
18 ***no dispute*** about the meaning of the term “blocking.” Rather, Defendants simply want to
19 redefine the term more narrowly, presumably to craft some type of non-infringement
20 defense. Either way, the Court should adopt Plaintiff’s plain and ordinary meaning
21 construction. As explained in Plaintiff’s opening claim construction brief, if the terms
22 “blocking” and “closing off” have the same meaning then there is no reason to redefine
23 “blocking”—particularly where “blocking” is an easily understood term and “closing off”
24 is two words instead of one. Alternatively, if “closing off” is narrower than “blocking”—
25 which appears to be Defendants’ position (Dkt. No. 61 at 6)—then Defendants’ construction
26 should be rejected for the reasons discussed above.

27 The term “blocking” is a common word with a well-understood plain and ordinary
28 meaning, and the average juror would have no difficulty understanding the scope of the

claims. *Hill-Rom*, 755 F.3d at 1373. Accordingly, the Court should construe the limitation “thereby blocking substantially all through-air arcing paths between the first and second electrical contacts” according to its plain and ordinary meaning.¹

**C. “contact tensioning mechanism” and “barrier tensioning mechanism”
[‘017 patent, Claims 2-4, 15-16, and 18].**

Plaintiff’s Proposed Construction	Defendants’ Proposed Construction
Plain and ordinary meanings, with the clarification that the “contact tensioning mechanism” and the “barrier tensioning mechanism” must be separate structures	No construction necessary. Plain and ordinary meaning. Defendants disagree with Plaintiff’s position that the “contact tensioning mechanism” and the “barrier tensioning mechanism” must be separate structures

In Plaintiff’s opening claim construction brief, Plaintiff explained that the limitations “contact tensioning mechanism” and “barrier tensioning mechanism” should be given their plain and ordinary meanings, with the clarification that the two “mechanisms” are separate structures. (Dkt. No. 52 at 12-13.) In their responsive claim construction brief, Defendants agree that the Court should apply the plain and ordinary meanings, but assert that the terms “contact tensioning mechanism” and “barrier tensioning mechanism” should be construed as “one or more structures.” (Dkt. No. 61 at 11-13.) According to Defendants, the claimed “contact tensioning mechanism” and the claimed “barrier tensioning mechanism” both simply claim a “mechanism” surrounded by functional language, and the claims do not preclude the two “mechanisms” from being the same structure. (*Id.*)

¹ Defendants’ reliance on dictionary definitions of the term “blocking” is improper. (Dkt. No. 61 at 6.) It is only proper to turn to extrinsic evidence “in the rare circumstance that the court is unable to determine the meaning of the asserted claims after assessing the intrinsic evidence.” *Dow Chem. Co. v. Sumitomo Chem. Co., Ltd.*, 257 F.3d 1364, 1373 (Fed. Cir. 2001). Here, the term “blocking” is a common word with a well-understood plain and ordinary meaning, and thus there is no basis for the Court to consider extrinsic dictionary definitions.

1 The Court should reject Defendants’ proposed construction because it is inconsistent
2 with the claim language and controlling Federal Circuit law, and because it attempts to re-
3 write the claim language (including by impliedly and belatedly suggesting that the
4 limitations are subject to 35 U.S.C. § 112(6)).

5 Defendants’ proposed construction is incorrect because it is inconsistent with the
6 claim language and improperly attempts to re-write the claims. Claims 2-4, 15-16, and 18
7 do not simply recite a “mechanism.” (’017 patent, Dkt. No. 52-1, at claims 2-4, 15-16, 18.)
8 Rather, claims 2-3 and 15-16 recite a “**contact tensioning** mechanism,” while claims 4 and
9 18 recite a “**barrier tensioning** mechanism.” (*Id.* (emphases added).) The claims’
10 recitations of these two separately claimed mechanisms are also different. The claims
11 specify that the “contact tensioning mechanism” presses the first and second **electrical**
12 **contacts** together when the first and second connectors are **connected**, while the “barrier
13 tensioning mechanism” presses the first and second **insulating barriers** together when the
14 first and second connectors are partially **disconnected**. (*Id.*) Thus, the plain language of
15 the claims is clear that the “contact tensioning mechanism” and the “barrier tensioning
16 mechanism” are separate structures. *See MicroStrategy Inc. v. Bus. Objects Ams.*, 238 Fed.
17 Appx. 605, 609 (Fed. Cir. 2007) (“different claim terms are presumed to have different
18 meanings.”); *CAE Screenplates Inc. v. Heinrich Fiedler GmbH & Co. KG*, 224 F.3d 1308,
19 1317 (Fed. Cir. 2000) (“In the absence of any evidence to the contrary, we must presume
20 that the use of these different terms in the claims connotes different meanings.”).

21 Notably, if Defendants believed that “contact tensioning mechanism” and “barrier
22 tensioning mechanism” are merely functional limitations that should be governed by 35
23 U.S.C. § 112(6), Defendants were required to disclose that position to Plaintiff months ago.
24 *See Patent L.R.* 3-3(c), 4-1(a), 4-2(a). Defendants never did. Thus, the claimed “contact
25 tensioning mechanism” and “barrier tensioning mechanism” must be treated as structural
26 limitations with presumptively different meanings.

27 Defendants’ argument that the specification discloses that both the “contact
28 tensioning mechanism” and the “barrier tensioning mechanism” can be a spring is also

misplaced. (Dkt. No. 61 at 12.) While the specification discloses that both the “contact tensioning mechanism” and the “barrier tensioning mechanism” can be a spring, the specification *does not disclose* that a single spring can be both the “contact tensioning mechanism” and the “barrier tensioning mechanism.” (’017 patent, Dkt. No. 52-1, at 3:10-12, 3:37-40.) Consistent with the claims, the specification describes *two different springs*. One spring “provide[s] a pressing tension between the flexible female contact 102 and the fixed male electrical contact 100.” (*Id.* at 3:10-12.) The other spring “presses the male and female insulating barriers against each other when the connectors are partially disconnected.” (*Id.* at 3:37-40.)

Thus, both the claims and the specification of the ’017 patent confirm that the claimed “contact tensioning mechanism” and the claimed “barrier tensioning mechanism” are separate structures.

II. CONCLUSION

For the reasons set forth above, Plaintiff respectfully requests that the Court adopt its proposed claim constructions and reject Defendants’ proposed constructions.

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CERTIFICATE OF SERVICE

I, James J. Lukas, Jr., hereby certify that on December 6, 2024, a true and correct copy of Plaintiff's Reply Claim Construction Brief was served via email upon the following counsel:

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